



RFP RESPONSE – #010-0-2011/AT

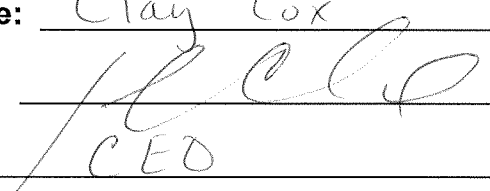
MISDEMEANOR PROBATION SERVICES

SUMTER COUNTY, FLORIDA

PROPOSAL OPENING DATE: JUNE 13, 2011 @ 2:00 PM

**PART 4
PROPOSALS DOCUMENTS**

PROPOSALS COVER PAGE

Name of Firm, Entity or Organization:	
Professional Probation Services, Inc. (PPS)	
Federal Employer Identification Number (FEIN): 58-2011227	
State of Florida License Number (If Applicable):	
Name of Contact Person: Clay Cox	
Title: CEO	
E-Mail Address: ccox@ppsinfo.net	
Mailing Address: 1770 Indian Trail Road, Suite 350	
Street Address (if different):	
City, State, Zip: Norcross, GA 30093	
Telephone: 678-218-4100	Fax: 678-218-4104
Organizational Structure – Please Check One:	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
If Corporation:	
Date of Incorporation: June 25, 1992	State of Incorporation: Georgia
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: Clay Cox	
Signature: 	
Title: CEO	
Phone: 678 218 4100	
<i>This document must be completed and returned with your Submittal.</i>	



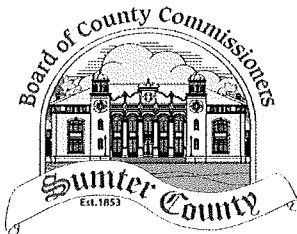
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PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, Florida, 34785 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: June 13, 2011	DUE TIME: 2:00 p.m.	RFP # 010-0-2011/AT	
TITLE: MISDEMEANOR PROBATION SERVICES			
VENDOR NAME: Professional Probation Services, Inc. (PPS)		PHONE NUMBER: 478 218 4100	
VENDOR MAILING ADDRESS: 1770 Indian Trail Road #350		FAX NUMBER: 478 218 4104	
CITY/STATE/ZIP: Norcross, GA 30093		E-MAIL ADDRESS: ccox@ppsinfo.net	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>			
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
Clay Cox _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature	
		6-8-2011 _____ Date	
<i>This form must be completed and returned with your Submittal</i>			

**PROPOSALS FORM FOR
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Firm Submitting Qualifications Professional Probation Services, Inc.

Name of Person Submitting Qualifications Clay Cox, CEO

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

CONSULTANT'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL


Signature

6-8-2011
Date

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal



Sumter County Court

Specifications for Services and Fee Schedule

Basic Probation Supervision	\$50.00 per month - NO SET UP FEE
Intensive Probation Supervision	\$60.00 per month with weekly field visits - NO SET UP FEE
Voice Verification Supervision	\$40.00 Per Month
Pre-Trial Supervision	<p><u>LEVEL ONE (\$40.00 per month)</u> Defendants are required to <i>report to a PPS location once weekly</i>, submitting to a urinalysis, and breath test. Screens are included in the fee.</p> <p><u>LEVEL TWO (\$10.00 per day)</u> Defendants are monitored electronically using the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must <i>report weekly to a PPS office</i> location and submit to random urinalysis screenings (included in fee).</p> <p><u>LEVEL THREE (\$11.00 per day)</u> Defendants are monitored <i>24/7 by global positioning satellite</i> (GPS) with transdermal alcohol testing. PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.</p>
Now What? Course (Cognitive Restructuring)	\$25.00 per session
Electronic Monitoring	<p>Anklet Monitoring with Curfew Enforcement and Voice Verification (\$8.00 per day)</p> <p>Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)</p> <p>Active GPS Monitoring with Exclusionary Zone and Transdermal Alcohol Testing (\$11.00 per day)</p>
5 Panel Drug Screen	\$15.00
Pre-Sentence Investigation	No Cost
Community Service Work Coordination	No Cost
PPS Staff Supervised Community Service	\$1.00 Per Hour
Community Service Liability Insurance (Optional)	\$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost
Court On-Line Access to the PPSI Offender Management Computer Program	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations
Domestic Violence Workshop	\$25.00 per session
Anger Control Workshop	\$25.00 per session
Youthful Offender Workshop	\$25.00 per session
Job Skills, Resume Course and Placement	No Cost

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or invitation to Bid (BID) must be submitted in writing to the Board's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or Indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposal/Bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).


MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

 8-8-2011

(Signature and Date)

This document must be completed and returned with your Submittal
REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

Owner / Business Name: <u>Clay Cox / PPS</u>		
Project Location / Address: <u>Hernando County Court / 20 N. main Street</u>		
City: <u>Brooksville</u>	State: <u>FLA</u>	Zip Code: <u>34601</u>
Point of Contact: <u>Judge Donald Scaglione</u>	Dates of Work: <u>2005 - Present</u>	
Phone Number: <u>352-754-4295</u>	Fax Number: <u>352-754-4297</u>	
E-mail Address:		
Project Name: <u>Misdemeanor Probation</u>		
Brief Description of Project: <u>Provide Probation, House Arrest and Pre Trial Services to Court.</u>		

Owner / Business Name: <u>PPS</u>		
Project Location / Address: <u>Lawrenceville Georgia municipal Court</u>		
City: <u>705 Clayton St. Lawrenceville</u>	State: <u>GA</u>	Zip Code: <u>30045</u>
Point of Contact: <u>Jane Gaguski, Clerk</u>	Dates of Work: <u>1998 - Present</u>	
Phone Number: <u>770 963-3288</u>	Fax Number: <u>770 339 2407</u>	
E-mail Address: <u>Jane.Gaguski@LawrencevilleGAWeb.org</u>		
Project Name: <u>Probation Services</u>		
Brief Description of Project: <u>Provide misdemeanor probation and collection services.</u>		

Owner / Business Name: <u>PPS</u>		
Project Location / Address: <u>Sandy Justice Court, 210 West Segoly Lily Dr.</u>		
City: <u>Sandy</u>	State: <u>UT</u>	Zip Code: <u>84070</u>
Point of Contact: <u>Jay Carey, Court Adm.</u>	Dates of Work: <u>2004 - Present</u>	
Phone Number: <u>801-568-7160</u>	Fax Number: <u>801-568-7146</u>	
E-mail Address: <u>justicecourt@sandy.utah.gov</u>		
Project Name: <u>Probation Services</u>		
Brief Description of Project: <u>Misdemeanor & Pre Trial Supervision</u>		

This document must be completed and returned with your Submittal

CONTRACTOR'S AFFIDAVIT

State of ~~Florida~~ Georgia
County of Gwinnett

Before me personally appeared Clay Cox who is (title) CEO
of (the company described herein) PPS being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known ☒ or Produced Identification _____

Sworn to and subscribed before me this 8th day of June, 2011

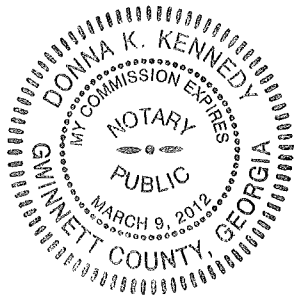
Donna K. Kennedy

Donna K. Kennedy

NOTARY PUBLIC - STATE OF FLORIDA GEORGIA
(Signature of Notary Public) GWINNETT

(Print Name of Notary Public)

(seal)



This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Professional Probation Services
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Diana M. Fessenden
Authorized Signature

6-8-11
Date Signed

State of: Georgia

County of: Gwinnett

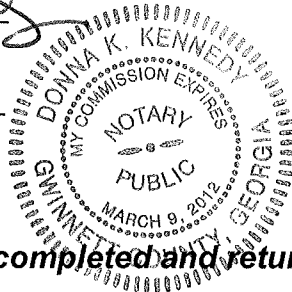
Sworn to and subscribed before me this 8th day of June, 2011

Personally known ☒ or Produced Identification _____
(Specify Type of Identification)

Donna K. Kennedy
Signature of Notary

My Commission Expires _____

(seal)



This document must be completed and returned with your Submittal

SCOPE OF SERVICES

A. Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the Court, to perform the initial intake of persons placed on misdemeanor probation and Pretrial Services, to properly supervise persons placed on misdemeanor probation and Pretrial Services, and to appear at all Court hearings involving an offender supervised by the Contractor or necessitated by the Court for Pretrial Services.

PPS shall, at its Sumter County office location, provide one support staff member who shall be qualified to perform intake of newly sentenced probationers as well as newly referred pre-trial defendants. PPS shall also provide a probation officer, capable of providing intake services along with caseload supervision, for every 200 offenders supervised on behalf of the Sumter County Court.

B. Programs & Services

The needs of each offender referred to the Contractor by the Court shall be evaluated by the Contractor. The following programs and services shall be provided and administered by the Contractor:

Pretrial / Pretrial Intervention Services

- The Pretrial Intervention program defers prosecution of qualified, first-time offenders. Its purpose is to reduce recidivism of offenders within the criminal justice system.
- Entry in the Pretrial intervention program is approved and authorized by assessment and determination of the State Attorney. Offender's compliance/non-compliance is reported to the State Attorney.
- Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which includes (at a minimum) a custom tailored treatment plan, law-abiding behavior, and payment of restitution.
- Drug Testing Laboratory Services as directed/ordered by the Court, to provide a random urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system. Offender's compliance/non-compliance is reported to the Court or requesting party.
- The Contractor shall observe and comply with all Administrative Orders of the Judicial Circuit applicable in and for Sumter County to the Pretrial Programs and Services provided hereunder.
- The Contractor shall be equipped to be able to provide pretrial electronic or GPS monitoring of individuals if required by the Court as a condition of bond or pre-trial release. The Contractor shall be authorized to charge a reasonable fee to individuals for electronic or GPS monitoring services.

PPS shall comply with each Pre-Trial requirement listed above, and shall report all violations immediately to the prosecuting attorney's office copying the court. All defendant contacts and compliance information is documented by PPS and is available to the Court and prosecutor via on-line access to the PPS OTS computer system. PPS can also supervise defendants granted Conditional Release as a condition of bond utilizing the same processes and standards of supervision as pre-trial release.

Level One (\$50.00 per month)

Defendants are required to *report to a PPS location once weekly*, submitting to a urinalysis, and breath test. Screens are included in the fee.

Level Two (\$10.00 per day)

Defendants are monitored with the PPS anklet monitor, which enforces *house arrest and curfew* on a set schedule. The monitoring unit also screens the defendant for alcohol use and reports results immediately. Defendants also must *report weekly to a PPS office* location and submit to drug screens (included in fee).

Level Three (\$11.00 per day)

Defendants are monitored *24/7 by global positioning satellite* (GPS). PPS requires a *face to face visit with each defendant* at our office location twice monthly and will administer random drug screens and alcohol testing.

Misdemeanor Probation Services

- Misdemeanor Probation program operates in accordance with Florida Statute 948, providing supervision to offenders sentenced to misdemeanor probation by the courts. Offenders court-ordered to misdemeanor probation must adhere to the conditions as imposed by the Court, such as classes, counseling, community service, educational programs, statutorily required fees and other costs as imposed by the Court.

PPS is a 100% offender funded service and there is no cost to the taxpayer whatsoever. PPS even prints the necessary sentence and plea forms for the Court.

PPS Caseload Limits = Effective Supervision

TYPE OF SUPERVISION	MAXIMUM CASELOAD
Pay Only Supervision	250
Basic Probation	200
County Ordinance Compliance Supervision	100
Intensive Probation	50
Voice Verification Supervision	100
Pre-Trial Diversion / Conditional Release	250

PPS Pay Only Supervision

Designed for the non-probated, administrative offender requiring minimal supervision for the purposes of primarily paying a fine and/or restitution over a period of months, this level of supervision typically requires only one or two monthly office contacts. PPS will report any non-compliance to the Court, and as with all levels of supervision we will address any life issues the pay-only client may have, and will remit all monies collected to the clerk daily as specified herein. **NOTE: THERE IS NO FEE FOR THE FIRST MONTH OF PAY ONLY**

SUPERVISION, and so it may also be utilized by the Court for offenders needing to *simply complete a course or produce a certificate*. PPS does not collect a “one-time” or “set-up” fee for “pay-only” supervision, as this practice has been interpreted by some as financing the fine. Our approach is more fair, and achieves the goal of helping those offenders who simply do not have their fine money in court, and would otherwise not be probated- giving them more time to pay.

Basic Probation Supervision

Offenders also receive community service coordination, and referral to appropriate agencies to address specific needs. Additionally, the offender may receive home and/or work visits from his probation officer based on the level of supervision assessed and the probation officer's discretion. Special conditions such as community service, drug screens, community and program referrals are coordinated. Additionally, upon payment of fines, restitution and cost and only with the Court's approval, the defendant's sentence is suspended and the case is closed. As with all cases, supervision fees are never collected in advance.

County Ordinance Compliance (COC) Supervision

This supervision is designed for those offenders cited for violating a city ordinance relative to environmental or other quality of life concerns; i.e. “junk cars”, dog cases, property maintenance, etc. PPS will conduct monthly field visits and, as necessary for fine collection purposes, monthly office visits with each offender. PPS will document -including digital photographs which may be viewed on line by the Court as part of the offender's electronic file, the offender's progress with achieving and maintaining compliance.

Voice Verification Supervision

This supervision equips each offender with a pager. The defendant must call a reporting software program at random multiple times per day from a pre-approved phone number- typically the defendant's home or work. The system verifies the number, requires the defendant answer a set of questions, and verifies the defendant's voice imprint. All answers and results are transmitted immediately to the PPS probation officer, and all violations are immediately addressed pursuant to SOP.

Intensive Probation Supervision

A contact intensive program in which demands on the probationer include a minimum of 4 office contacts per month, 4 telephone contacts per month, 1 field contact per month, and 4 collateral contacts per month. Additionally, the offender is required to complete hours of community service as ordered, and submit to weekly drug and alcohol screening.

- **Community Service Hours.** Selected adjudicated offenders are sentenced within the criminal justice system to do Community Service Hours as an alternative to more costly legal sanctions. This Court ordered work is normally ordered in lieu of incarceration and fines. Governmental and local non-profit agencies throughout the County provide worksites for these offenders.

Administration of a community service program will be provided, and PPS will gain court-approval of all agencies that wish to receive Sumter offenders. PPS shall prioritize referring probationers to the County's Public Works or similar department. However, PPS also is familiar with many non-profit and designated local government agencies where offenders may also complete community service. Monitoring of compliance with required community service work and reports of delinquencies will be provided to the Court. Monthly statistical reports of completed community service work hours will be provided to the Court. All community service agencies are subject to approval by the Court. Important to the compliance rate of our community service workers- probated or non-probated, is the fact that we have on going and mutually beneficial relationships with many community service agencies that allow PPS offenders to work on weekends and during evening hours. PPS handles all necessary paperwork to initiate placement and monitor compliance and in many cases has established electronic communication with our community service agencies. PPS will prepare all necessary sentence modification documents to affect the conversion of fines to community service and the PPS OTS system will automatically calculate the reduction of fine dollars as work is completed. ***PPS requires the completion of eight hours per week unless otherwise ordered by the Court.***

- **Drug Testing Laboratory/Services,** as directed by the Courts, provides a random drug testing system and provides urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system. Offender's compliance/noncompliance is reported to the Court or requesting party.

PPS shall monitor compliance with all drug screens referred to outside drug testing labs and report results to the Court. Additionally, for far less cost, PPS screens breath and urine as ordered by the Court. Screens can be accomplished at the PPS office location or in the field, and results are available immediately. PPS staff members are trained and authorized by the screen manufacturer to test for THC, Cocaine, Alcohol, Amphetamines, Methamphetamines, PCP, Morphine and "masking drugs", all in one test-cup.

- **Transfer of probationer in and out of Sumter County.** Some adjudicated offenders will either live outside of Sumter County or move during the course probation. Face-to-face supervision must be facilitated through the use of transfers in and out of the County.

As the current pilot project provider, PPS has established a court-approved case transfer system consisting of PPS locations as well as other probation agencies. PPS ensures face to face supervision for all transfer cases.

- The Contractor shall be equipped to be able to provide electronic or GPS monitoring of offenders if required by the Court as a condition of probation. The Contractor shall be authorized to charge a reasonable fee to offenders for electronic or GPS monitoring services.

Anklet Electronic Monitoring

PPS offers a standard house arrest/curfew monitor system that requires the defendant to wear an anklet monitored by an RF unit in the offender's home. The defendant is restricted to their residence by the unit which immediately notifies PPS in the event of the defendant leaving their home. The PPS House Arrest Program will maintain and provide accurate status reports, documenting reliably and continuously each offender's departure and return. The scheduling feature allows for the offender to attend work, church, school, or any other scheduled event. Schedule changes can be made upon request at any time upon verification of the need for the schedule change, and upon occasion, approval by the Court. All violations are immediately reported to the Court by way of a delinquency report and monitoring station printout.

Anklet Electronic Monitoring with Breath Alcohol Testing

The standard monitor described above can be coupled with a voice verification device which during the voice recognition process, simultaneously takes a breath alcohol sample, and immediate reports the results to the PPS monitoring center.

The Warden (or similar voice track monitor)

The Warden uses voice recognition and voice recording to eliminate false violations and increase system credibility. This system can also complement ankle bracelets, provide for fast and easy enrollment, and is economical by not requiring any additional equipment. To utilize the Warden, defendants need only to have a touch-tone phone and are charged according to an as-need basis established by the probation department and the Judge. The PPS monitoring center averages ten calls per 24-hour period.

Domestic Violence Electronic Monitoring and Deterrence

PPS provides electronic monitoring of domestic violence offenders. This state of the art technology allows the victim to have a device in his/her home that will alert and automatically dial "911" if the offender comes within 250 feet of the victim's residence. Additionally, while the victim is away from home he/she carries a portable detection device, no larger than a key chain, which alerts if the offender is within 100 feet.

Global Positioning Satellite Monitoring (GPS)

PPS offers the very latest in GPS monitoring that is a 100% "Active" monitoring device. The probationer's movements are monitored 24 hours per day, seven days per week, and the activity is archived digitally and can be viewed in real time, not only by our monitoring center, but by our contracted court officials as well. The anklet worn with our

GPS unit is tamper and water proof similar to our standard RF unit. PPS can even established "exclusionary zones" and notify probationers if they approach such a zone as they are being monitored. PPS exclusively offers alcohol testing with its GPS monitor, testing for alcohol with a trans-dermal sensor located in the anklet itself

The Contractor shall determine if said offender could benefit from other services in addition to those ordered by the Court and shall use its best efforts to refer the offender to an appropriate program. Records of referrals to such programs and progress reports shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the Court.

As part of our commitment to matching probationers to community resources, and subsequently improving lives, PPS probation officers are trained to function as ***Referral Counselors*** (RC). A unique part of the PPS approach, Probation Officers supervising probationers with dependency, life skill, employment, transportation or other issues shall be knowledgeable in a vast number of counseling, rehabilitation, job assistance, faith based, clothing, language assistance, GED, hospitalization, etc. PPS staff will identify programs within the community and will arrange for the most effective resource for that individual probationer. They will also assist the probationer in identifying possible third party funding sources for any necessary counseling or treatment that may result as of the court's order. The probation officer notes all progress or issues relative to the probationer's participation in any program in the offender's electronic field notes, which may be viewed by the Court, 24/7 via the internet.

The Contractor shall observe and comply with all Administrative Orders of the 5th Judicial Circuit in and for Sumter County Misdemeanor Probation Services provided herein.

As the probation service provider for two County Courts within the 5th Judicial Circuit, PPS currently complies with this directive and will do so if selected.

The Contractor shall provide monthly and annual reports and other statistical reports as required by the BOCC or law to the County Contract Manager. Any new programs proposed by the Contractor to be utilized by the people placed on probation or Pretrial Services in Sumter County shall be disclosed to the County prior to implementation and shall be subject to the review and approval of the County Contract Manager. The Contractor shall provide the County Contract Manager and the Chief Judges office, with a quarterly report summarizing the number of offenders supervised by the Contractor, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. All records must be open to inspection upon request by the County, the Court, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.

PPS shall provide all agents and entities within the court and county identified by the court with a monthly report as approved by the clerk of the County Court and County Manager on the second working day of each month. As previously mentioned, PPS OTS can generate reports to suit any request or need for data, combining any data field maintained by the system; name, case #, financial data, start and termination dates, warrant status, offense, community service work progress, drug screen results, etc., etc.,. Also as previously mentioned, the Court and other designated staff shall have 24/7, password protected online access to PPS OTS. Some sample reports follow:

City of
Professional Probation Accounts Receivable
March 31, 2008

PPSI	WARNAME	FNAME	ID	FINE	BEGINBAL	PPSREC	PPSAOJ	NEWAMT	CITYAOJ	ENDBAL			
38150501001522	N	ABDUR RAHM	NA	45519	45529	45521	2 038 50	204 50	41 00	0 00	0 00	0 00	163 50
38150501002470	N	ADAMS	DM	52099	1 337 50	1 337 00	0 00	0 00	0 00	0 00	0 00	0 00	1 337 00
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38150501002756	N	ADAMS	MRI	FTAS1908	275 00	205 00	0 00	205 00	0 00	0 00	0 00	0 00	0 00
38150501002756	N	ADAMS	MRI	51598	857 00	857 00	0 00	857 00	0 00	0 00	0 00	0 00	0 00
38150501001355	Y	AGYAPON	NRI	49374	837 50	794 00	0 00	0 00	0 00	0 00	0 00	0 00	794 00
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38150501002112	N	AILARA	JCA	49271	707 00	707 00	0 00	0 00	0 00	0 00	0 00	0 00	707 00
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38150501003131	N	ANTONE	HA	FTAS3992	200 00	587 00	1 00	0 00	0 00	0 00	0 00	0 00	586 00
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38150501002178	Y	ARANT	RA	49874	707 00	707 00	0 00	0 00	0 00	0 00	0 00	0 00	707 00
38150501002178	Y	ARANT	RA	49872	1 097 00	1 097 00	0 00	0 00	0 00	0 00	0 00	0 00	1 097 00

COLLECTION ACTIVITY REPORT19 - COURT SERVICES

Report For: COURT SERVICES

Receiver: COURT SERVICES

Docket#	Name	Type	****Obliga**** Order#	Balance	****Dispositi**** Previous	Curent	
200700212	AME, V. J.	FNS		750.00	635.00	00	75.00
0700202	BELWEE	FNS		675.00	125.00	75.00	75.00
0700203	BELWEE	FNS		2,000.00	1,042.50	324.00	64.00
0700205A	BELWEE	FNS		975.00	274.00	94.00	94.00
20070129	BROOK	FNS		675.00	234.00	234.00	143.00
0700202	BROOKS	FNS		1,425.00	645.00	613.00	116.00
0700202	BROOKS	FNS		1,350.00	506.00	629.00	115.00
200700278	CASH, L.	FNS		675.00	539.00	68.00	68.00
0700205B	EDWARDS	FNS		1,175.00	1,306.00	126.00	135.00
0700205	HAMALTE	FNS		1,175.00	543.00	113.00	113.00
0700205	KELLY, T.	FNS		1,175.00	1,482.00	184.00	184.00
06810002	KELLY, T.	FNS		1,350.00	1,289.00	30	61.00
200700310	LEWIS	FNS		500.00	738.00	100.00	136.00
0700207A	PESSOTA	FNS		675.00	520.00	44.00	111.00
0700207	POCKET	FNS		675.00	00	472.00	5.00
0700206	SHAW, N.	FNS		1,825.00	153.00	1,434.00	241.00
0700209	WILSON	FNS		675.00	525.00	75.00	75.00
Totals:				19,595.00	12,325.00	5,890.00	1,830.00

BURCHARGE BREAKDOWN - March 31, 2008

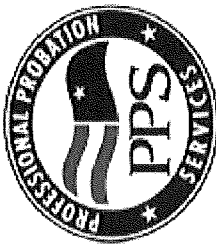
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438218		83 00	00	00	00	18 25	00	00	18 46	00	00	00	10 00	14 86	57 17	00	25 83
HERNANDEZ, J	436995	44 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	44 00
NAVAREDO, J	420500	71 00	00	18 00	43 00	00	00	00	00	00	00	00	00	00	71 00	00	00
ERL, J	450463	21 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	21 00
ERL, M	426648	72 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	72 00
ONALDO O.	442108	59 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	59 00
OSTI, J	448750	1 00	1 00	00	00	00	00	00	00	00	00	00	00	00	1 00	00	00
OGUZMAN, M	445845	88 00	5 00	8 00	6 00	8 00	00	00	4 00	00	00	00	10 00	4 00	47 00	00	41 00
PARTOLOME, J	447266	86 00	5 00	10 00	10 00	10 00	00	00	5 00	00	00	00	10 00	5 00	65 00	00	31 00
441688		89 00	00	00	15 00	40 00	00	00	14 00	00	00	00	00	00	69 00	00	00
446321		71 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	71 00
436470		84 00	00	00	00	00	00	00	00	00	00	00	10 00	16 33	16 33	00	57 87
427025		81 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	81 00
446830		108 00	00	9 85	50 00	49 15	00	00	00	00	00	00	00	00	108 00	00	00
450487		100 00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	100 00

Professional Probation Services - OTSRP2510 - Ver 1.2 04/19/2008 4:19:30 PM

VERIFICATION LISTING

PAGE: 1

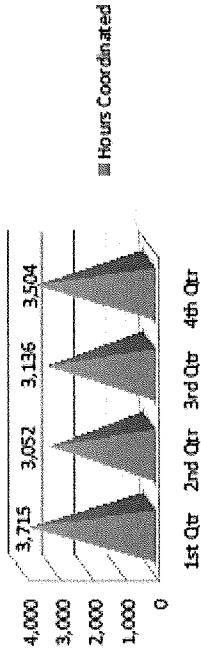
NAME	SENTENCED STATUS	NAME	SENTENCED STATUS
ABENDRO, J	12/29/2007 WARRANT	ANDERSON, J	01/31/2008 ACTIVE
ADAMS, J	12/20/2007 ACTIVE	ANDREWS, J	12/13/2007 ACTIVE
ACEVEDO, J	04/18/2007 WARRANT	ANGASO, J	04/10/2008 REVIEW
ACOSTA, J	03/28/2007 ACTIVE	ANTONIO, J	09/04/2002 WARRANT
ADAMS, B	06/20/2007 WARRANT	ANDREWS, J	01/03/2008 ACTIVE
ADAMS, M	09/05/2007 ACTIVE	APOLINAS, J	02/06/2009 ACTIVE
AGUILAR, J	10/14/2004 WARRANT	AGUILAR, C	12/13/2005 WARRANT
AGUILAR, J	03/29/2006 ACTIVE	AGUILAR, C	02/01/2006 WARRANT
AGUIRRE, J	06/03/2004 WARRANT	APELLANIZ, J	08/28/2007 ACTIVE
AGUIRRE, J	03/30/2006 WARRANT	APENAS, E	02/21/2007 ACTIVE
AGUIRRE, J	02/28/2007 ACTIVE	AREVALO, J	12/01/2002 WARRANT
ALBA, A	03/20/2008 ACTIVE	AREVALO, J	11/01/2005 WARRANT
ALBERTI, J	11/02/2002 WARRANT	ARIAL, RAY	10/27/2004 WARRANT
ALBERTO, J	01/27/2004 WARRANT	ARIAS, EM	11/21/2001 WARRANT
ALCANTAR, J	12/14/2005 WARRANT	ARWANDO, J	09/14/2008 ACTIVE
ALECRIA, J	07/25/2006 WARRANT	ARWISTEAL, J	11/21/2005 WARRANT
ALEXANDER, J	01/10/2008 ACTIVE	ARWOLD, C	11/28/2007 ACTIVE
ALEXANDER, J	08/09/2006 WARRANT	ARWOLD, E	02/14/2008 ACTIVE
ALEXANDER, J	08/04/2007 ACTIVE	ARWOLD, E	03/26/2008 REVIEW
ALI, ABUL	03/06/2001 WARRANT	ARWOLD, E	03/08/2007 WARRANT
ALKEA, W	02/10/1999 WARRANT	ARWOLD, E	10/17/2000 WARRANT
ALLEN, DA	05/16/2007 ACTIVE	ARWOLD, M	10/11/2005 WARRANT
ALLEN, DC	09/05/2007 ACTIVE	ARTEAGA, J	12/05/2002 WARRANT
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ALLEN, RU	01/01/2001 WARRANT	ARZETA, M	08/22/2007 ACTIVE
ALVARADO, J	04/10/2008 REVIEW	ARZUELA, F	05/04/2002 WARRANT
ALVARADO, J	02/08/2008 ACTIVE	ASHLEY, M	07/26/2007 ACTIVE
ALVARADO, J	01/05/2007 WARRANT	ASHLEY, J	01/06/1995 ACTIVE
ALVAREZ, J	04/17/2008 REVIEW	ASHLEY, J	09/19/2007 ACTIVE
ALVARO, F	02/20/2008 ACTIVE	ASTIN, VEI	01/28/1999 WARRANT
ALVAREZ, M	11/29/2007 ACTIVE	ATWATER, J	06/12/2006 ACTIVE
AVAN, VEL	06/22/2007 ACTIVE	AUSTIN, DA	12/05/2002 ACTIVE
AVAN, VEL	02/20/2007 ACTIVE	AUSTIN, W	09/23/1998 ACTIVE
ANASTASI, J	02/21/2007 ACTIVE	AVEPEL, J	09/04/2002 ACTIVE
ANDERSON, J	01/17/2002 WARRANT	AVILES, GA	07/24/2007 WARRANT
ANDERSON, J	01/16/2008 ACTIVE	BADILLO, J	12/22/2004 WARRANT



Professional Probation Services, Inc.

Annual Performance Summary – 2010 – Hernando County

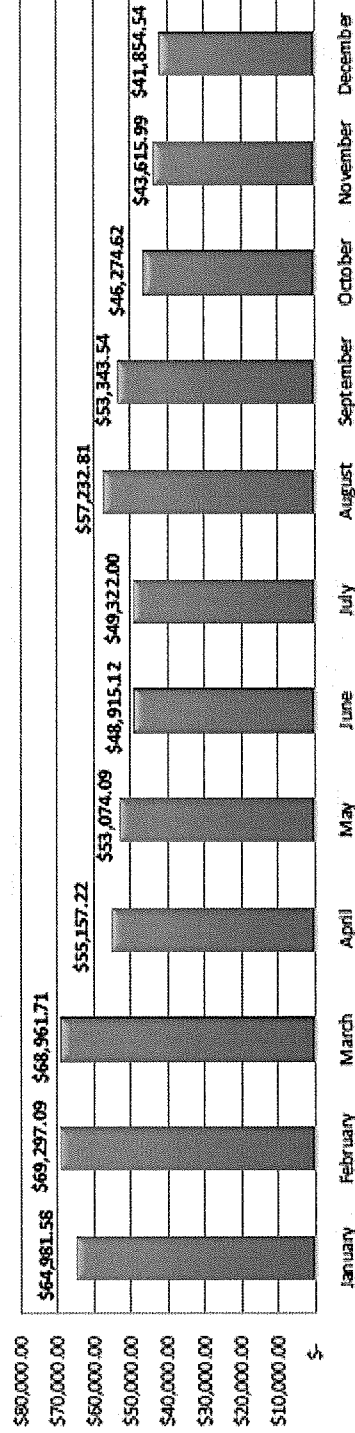
Community Service Work Hours Coordinated



2010 Caseload Activity

Cases Sentenced in 2010	1,659
Active Cases as of Dec. 31st	820
Successfully Completed in 2010	1,380
Revoked or Terminated by Order	533

2010 Fine Collections = \$652,030.31



C. Records

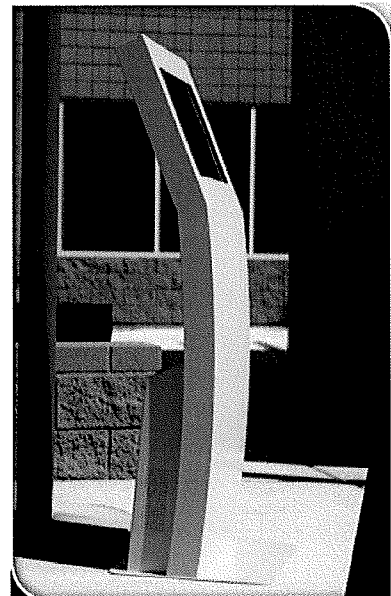
The Contractor shall maintain a separate file containing specific information on each offender referred to its programs. Current software and use of technology in recordkeeping must be described by the Contractor. Forms and letters utilized to inform the Court must be included in management information system for ease of production. A thorough discussion of recordkeeping procedures shall be submitted by the bidder regarding data maintenance and security. Records shall be maintained by the Contractor in a secure area for a period of five (5) years from expiration of the pretrial or probationary term. The information in the file shall include the name of the offender, case number, charge(s), case disposition, correspondence, payment records, any known prior criminal record, court ordered conditions, status reports resulting from offender contact, offender's profile information, drug testing records and, electronic monitoring (if applicable). All records must be maintained in compliance with applicable Florida Statutes, including but not limited to, Chapter 119 and Chapter 948, and with Florida Administrative Code provisions with respect to maintaining public records and retaining and destruction of public records, including electronic records and social media (Blackberries, texting, Twitter, etc.),

PPS currently does and shall continue to maintain, store and destroy records as required by Florida law. PPS will, if necessary and at no cost to the Court, supply each applicable member of the Court staff (i.e. Judges, Administrators, etc.) with a computer (laptop or desktop) containing a multi-user copy of the PPS OTS software. This program is internet based, and is networked directly to the PPS multi-user data base, allowing Court staff to access any probationer's files viewing financial and special condition compliance records, field notes, appointment schedules and missed appointments, a digital photograph of each offender, drug screen results, at any time 24-hours per day, thus making the Court a mirror site of the PPS probation offices. The software even allows remote user to generate and view reports combining any of the data fields. ***This program assigns security rights (passwords) at the menu level to individual or groups of users, including court staff, ensuring that offender data- financial and otherwise- is only available to the Court or other authorized county officials.***

PPS OTS can, on a daily basis send a batch file of receipt and other data to the County's system, automatically updating the Court's data files. PPS provides this service to dozens of its courts. The PPS I.T. department will do whatever it takes to ensure that PPS OTS provides the court with its data in a format and on a schedule that pleases the court.

Sumter County offenders may also make payments at a PPS Kiosk 24/7 which can be located at the Sumter County Jail or Justice Center (pictured right).

PPS OTS is in compliance with state and federal probation guidelines and is Y2K compliant. This program will download or integrate as described above, information to and from the Court's systems. PPS will provide the Court with all future updates to the PPS OTS system, as well as the minimal necessary training for Court staff that will be using the software.



Additionally, OTS provides each offender with an itemized receipt at the time of remittance, detailing all debts, money application, and outstanding balances. PPS maintains separate accounts for fines and restitution and probation fees. OTS also allows reports to be compiled at any time combining any field of data maintained by the system. Court staff can view reports, for example, specific to offense type, sentence date, tolling date, un-tolling date, expiration date, probation officer, warrant status, etc., or any combination thereof, 24/7 using the internet.

Further, to ensure the security of the court's data, PPS has the following security standards in place at each location:

1. Data is backed up to the PPS server nightly. A back-up log is maintained.
2. PPSI OTS is password protected at all access levels allowing only designated personnel to accept payments or manipulate data tables. Any access to data tables is done so by management and is logged manually and by OTS internally.
3. All payments are immediately secured within a bolted drop safe. Access to the safe is controlled by key and a combination known only by the PPS office manager.
4. All PPS pay windows are monitored by 24/7 security cameras, and all activity is taped. Tapes are removed monthly, logged and stored at the corporate office. The activity of the accounting clerks as well as the probationer is recorded by the camera(s) and data, and personal security of staff is a primary focus of the PPS Basic Employee Training Course.
5. An armored service provider makes deposits into the County's account daily.

Illustrations, or "screen shots" of our proprietary software, PPS-OTS follow.

PPS Probationer Information


Menu

OTS Support

Personal

PPSI: 42421011622

NAME: JAMES SMITH
ADDRESS: 122 EAST WEST ST
APT. 134 D
TOWNS, AL 31999-0032
HOME PHONE: 777 342 1233
CELL PHONE: 770 344 3333



Employer

EMPLOYER: JR BUILDERS
ADDRESS: 1234 SOUTH AV
TOWNS, AL 319999
WORK PHONE: 770 344 3333

DOB

DOB: 1982-07-01
SEX: MALE
HEIGHT: 6-2
WEIGHT: 205
HAIR: BROWN
EYES: BLUE

Emergency Contacts

NAME #1: JAVIC SMITH
ADDRESS: 122 EAST WEST ST
APT. 134 D
TOWNS, AL 31999-0032
PHONE: 777 342 1233
RELATIONSHIP: WIFE

NAME #2: JAMIE ROGERS
ADDRESS: 1600 PIKE AV
TOWNS, AL 31999
PHONE: 888-333-1111
RELATIONSHIP: MOTHER

Next Report Date: 03-25-2008
Time: 10:30 pm

Special Conditions

Community Service: Hours: 0.00 Hrs Completed: 0.00 Hrs Remaining: 0.00

AA Assessment: Completed on: 0000-00-00

AA Hearings: Completed on: 0000-00-00

Alcohol Awareness: Completed on: 0000-00-00

Domestic Violence Program: Completed on: 0000-00-00

Victim Impact Panel: Completed on: 0000-00-00

Tag Forfeiture: Completed on: 0000-00-00

Ignition Interlocks: Completed on: 0000-00-00

Number of Days in CS W.A.P.: 0000-00-00

Values Clarification: Completed on: 0000-00-00

Contact Restriction: Completed on: 0000-00-00

Complete DUI/Risk Reduction: Completed on: 0000-00-00

After Completion of all Conditions:

Financial & Sentencing Information

ID	Offense	Judge	Sentenced	Start Date	End Date	Type	Ordered	Paid	Balance	
77-2126	ODONNELL, M.	RUSSELL	RPI	2007-02-26	2007-03-01	2008-02-27	FINE	1443.00	0.00	1443.00

Payment History

Date	Case Notes	Narrative
2007-03-21	CONDITIONS: \$1443 FINE-\$900 SUSPENDED IF NO VIOLATIONS WITH 1 YEAR/COURT REV 11/25/07 @ 3:00, JF	
2007-03-27	DEF INCARCERATED IN CCSD FOR 24 DAYS. DEF SHOULD BE RELEASED APRIL 16 TO REPORT TO PPSI, JF	
2007-06-29	SEE NOTES ON OTHER CASE, MO	
2007-07-30	EXP 2/27/08. SEE NOTES ON OTHER CASE, MO	
2007-09-11	WARRANT ISSUED FOR ARRESTING WAS INFORMED BY DEF'S GIRLFRIEND THAT HE LEFT ONE DAY BACK TO MISSISSIPPI. DEF MISSED SENTENCING IN FIRST DISTRICT COURT AND HAS BENCH WARRANT WITH THEM AS WELL. MO	

Case Notes

Date	Narrative
2006-07-07	OC ON 7/5/06 AT 9:30. CLIENT MET WITH LIZ. HAS NOT SIGNED UP FOR MENTAL HEALTH EVAL. FAMILY MEMBERS HAVE FELONIES. NEED APPROVAL. 0 CHARGES OR ARRESTS SINCE COURT. SHE READ, UNDERSTOOD, AND SIGNED THE PROBATION AGREEMENT AS WELL AS COMMUNITY SERVICE PAPERS. NOC 8/3/06 AT 3:30.
2006-09-27	OC- DEF PAID 30 TO FEE AND 10 TO FINE. FB=370. EXPRESSED CONCERN OVER CS HOURS. BABYSITS GRANDKID FOR 13 HOURS A DAYS 5-6 DAYS A WEEK. NOC 10/18/06 @ 5:30, MO
2006-10-18	OC- DEF PAID 30 TO FEE. HAS THINGS WORKED OUT FOR CS. NO CHARGES OR ARRESTS. NOC 11/29/06 @ 5:30, MO
2006-11-29	OC- DEF PAID 30 TO FEE. HAS COMPLETED SEVERAL OF THE CS HOURS. NOC 12/20/06 @ 5:30, MO
2006-12-20	OC- DEF PAID 30 TO FEE. FB=370. ALMOST FINISHED WITH CS. NO CHARGES OR ARRESTS. NOC 1/24/07 @ 5:30, MO
2007-02-21	OC- DEF PAID 30 TO FEE AND 30 TO FINE. FB=540. WILL START TX NEXT MONTH. NO CHARGES OR ARRESTS. HAD COMPLETED CS LAST MONTH. NOC 3/28/07 @ 5:30, MO
2007-03-28	OC- DEF PAID 30 TO FEE AND 30 TO FINE. FB=510. NEED TO CALL KAREN AT BRNH FOR COC. WILL BE STARTING SCHOOL AGAIN. NOC 4/23/07 @ 5:30, MO
2007-04-25	OC- DEF PAID 30 TO FEE AND 70 TO FINE. ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 208-646-2426. EMPLOYMENT: GRAVE AT WEST POINT DAIRY. FB=440. IS STILL WORKING WITH BRAD. NOC 5/30/07 @ 5:30, MO
2007-05-30	OC- DEF PAID 30 TO FEE AND 10 TO FINE. ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 208-646-2426. EMPLOYMENT: UNEMPLOYED. FB=430. DEF SIGNED MOD FOR EXTENSION. NOC 6/27/07 @ 5:30, MO
2007-06-27	DEF PD 640 30/30 FB=400/DEF REPORTS 0 CHARGES/0 ARRESTS/DEF COMPLETED CS HRS-SEE FILE/DEF COMPLETED IM EVAL BUT NOTHING HAS BEEN RECEIVED FROM BR-NEED TO CONTACT THEM/NOC 07/26/07 @ 5:30, JF
2007-07-27	DEF PD 640 30/30 FB=370/DEF REPORTS 0 CHARGES/0 ARRESTS/STILL NOTHING RECEIVED FROM BRNH FOR HER EVAL-TOLD TO CONTACT THEM TO GET IT/NOC 08/29/07 @ 5:30, JF
2007-08-03	MOD TO EXT PROBATION GRANTED. CASE EXP 06/17/08. JF
2007-08-29	DEF PD 640 30/30 FB=340/DEF REPORTS 0 CHARGES/0 ARRESTS/DEF PROVIDED SECONDARY PHONE TO REACH HER AT 435/257-7284-DAUGHTER CELL PHONE DONNA STILL NEED IM EVAL/NOC 09/26/07 @ 5:30, JF

Financial & Sentencing Information

Judge	Offense	Sentenced	Start Date	End Date	Type	Ordered	Paid	Balance
W. J. DUCKINS	FAIL TO REPORT CHILD AB	2006-06-19	2006-07-01	2007-06-18	FINE	600.00	313.00	89.00

Payment History

Date	ID	Type	Amount
2006-07-05	061100165	FINE	20.00
2006-09-27	061100165	FINE	10.00
2007-07-21	061100165	FINE	30.00
2007-03-28	061100165	FINE	30.00
2007-04-25	061100165	FINE	70.00
2007-05-30	061100165	FINE	10.00
2007-06-27	061100165	FINE	30.00
2007-07-26	061100165	FINE	30.00
2007-08-29	061100165	FINE	30.00
2007-09-26	061100165	FINE	50.00
2007-10-24	061100165	FINE	30.00
2007-11-21	061100165	FINE	35.00
2007-12-26	061100165	FINE	30.00
2008-01-30	061100165	FINE	35.00
2008-02-27	061100165	FINE	35.00
2008-03-26	061100165	FINE	40.00

JF

5:30, JF

OVIDE

OF EACH

FB LEFT

AL/NOC

D. Offices

The Contractor shall maintain at least one office within Sumter County. The facility must be compliant with the Americans with Disabilities Act. The Contractor shall operate to receive offenders Monday- Friday (excluding holidays) with some Saturday hours as needed. The Contractor shall notify the offenders of its hours of operation.

If chosen as the permanent contractor, PPS will transition from its two current County-owned locations in Bushnell and the Villages to one central location in Sumterville. Our new office will be on the public transportation route and will be open on weekdays during regular business hours, select late nights, and Saturdays as well to ensure that probationers and pre-trial defendants may report without missing time from work.

E. Job Assistance

The Contractor shall encourage unemployed offenders to improve their employability through schools and training. The Contractor shall refer all offenders to services/programs with the goal of securing suitable and stable employment. The Contractor shall keep the County informed regarding the resources to which offenders are referred providing a list of resources by name with approximate numbers of referrals to each resource.

PPS Job Placement Assistance

PPS shall offer in its Sumter location a computer terminal kiosk that will allow offender access to local job search internet sites. Further, all probation officers are trained to search for appropriate job openings, and will directly refer probationers to employers seeking workers that match each probationers individual skills and work history. There is no cost for this service.

PPS Resume/Job Placement Workshop

Because it is a condition of probation to maintain employment, this six-hour session is offered in which offenders examine their own skills and work histories, are educated on interview techniques, and those employers hiring on a regular basis. Mock interviews are conducted, resumes are drafted and completed and job placement is finalized. Participants are provided with 50 professional copies of their resume. Probationers are expected to attend interviews and actively seek employment until successful. All results are documented in the offender's file.

F. Special Conditions

The Contractor shall follow up and enforce special conditions of probation and Pretrial Services, including, but not limited to:

- Collection of Restitution, Fines and Court costs

Collecting Court Ordered Funds

PPS accepts cash, money orders or certified funds for all probationer payments. Payments are only accepted at the lobby accounting window, and not by probation officers in individual office rooms. Upon a probationer's "signing in" the accounting clerk accesses the probationer's electronic file. The screen then itemizes

each of the probationer's court-ordered debts including the amounts ordered, previously remitted and the balance of each type of debt, i.e.: fines, costs restitution, surcharges, and probation fees. The accounting clerk then applies monies towards the debts prioritizing funds according to our VCP collection policy (monthly payments for restitution first, then court fines, then our probation fee). The payment is logged automatically within the data tables of PPSI OTS computer system, and a receipt is generated electronically. The receipts are generated in triplicate; one for the probationer, one for the nightly closeout verification, and the third is wrapped around the actual payment, clipped, and dropped in to the drop safe. Each receipt is numbered and logged by OTS under the probationer's internal file number or PPSI number within in the system. The receipts also detail the application of the payment so that every time a probationer makes a payment he/she leaves the office knowing exactly how the money was applied, and that PPS is not collecting fees in advance (as our policy states), and how he/she is progressing towards paying off their case. Worth mentioning is that the Court shall be provided 24/7 access to all offender data, including up to the minute financial and receipt information on all Sumter probationers.

At the close of business each day, the office manager (OM) accesses the safe and prepares the monies for deposit. First, the OM generates from OTS an "On Hand Type Summary Report" which totals all receipts taken for each type of money. The OM then verifies that the actual payments match the report. Deposits slips are then created and the deposit is placed in a secured deposit bag and prepared for armored pickup. The bag number is imprinted, along with the monies to be deposited on a "Daily Deposit Worksheet". Copies of all three items, On Hand Type Summary, Daily Deposit Worksheet, and Deposit Slips, are faxed to the Court and our corporate office for verification. Corporate accounting staff members verify the deposits the following day via on-line access with the bank. Adherence to the above stated procedures is strictly confirmed by Office Audits conducted by the Vice President of Standards Enforcement, as well as our annual *independent financial audit*.

Remitting Court-Ordered Funds

The PPS Offender Tracking Computer System (OTS) allows for great flexibility in our remittance of court monies. PPS can deposit money daily into a designated account owned by the Court, or remit monies in the form of a daily, weekly or monthly check, or wire, on a daily basis all court monies into the court-owned account from a PPS owned depository account. In each case, a report shall be generated detailing the financial activity of the given period. PPS is able to break out various surcharges owed to the various state agencies that receive such funds.

- Evaluation and treatment programs

As part of the UHS Corporation, PPS offenders have access to the largest and best behavioral health facilities in the world, which locally include Central Florida Behavioral Hospital, Atlantic Shores Hospital, Emerald Coast Behavioral, Manatee Palms, Sandy Pines, The Vines, Windmoor Healthcare, La Amistad Behavioral Health Services, and the Jacksonville and Bristol Youth Centers. UHS can customize any alcohol, drug, kleptomania, domestic violence, gambling addiction, dual diagnosis, parenting, or virtually any treatment program and plan for any Sumter County offender. UHS can offer evaluations locally at the Sumter PPS location and offers an array of in-patient and out-patient options for classes, therapy and treatment. More information is available at www.uhsinc.com. Obviously, no other probation services provider can even come close to the advantages to the court and offender that UHS brings to PPS, however, PPS only makes referrals in the best interest of the offender and does not exclusively refer to any UHS facility or program, but also works with other local providers.

➤ Community services

As previously mentioned, Administration of a community service program will be provided, and PPS will gain court-approval of all agencies that wish to receive Sumter offenders. PPS shall prioritize referring probationers to the County's Public Works or similar department. However, PPS also is familiar with hundreds of non-profit and designated local government agencies where offenders may also complete community service. Monitoring of compliance with required community service work and reports of delinquencies will be provided to the Court. Monthly statistical reports of completed community service work hours will be provided to the Court. All community service agencies are subject to approval by the Court. Important to the compliance rate of our community service workers- probated or non-probated, is the fact that we have on going and mutually beneficial relationships with many community service agencies that allow PPS offenders to work on weekends and during evening hours. PPS handles all necessary paperwork to initiate placement and monitor compliance and in many cases has established electronic communication with our community service agencies. ***PPS requires the completion of eight hours per week unless otherwise ordered by the Court.***

➤ Cost of supervision fees, program fees or fees for service.

SERVICE	COST TO OFFENDER
Basic Probation Supervision	\$50.00 per month – NO SET UP FEE
Intensive Probation Supervision	\$60.00 per month with weekly field visits – NO SET UP FEE
Voice Verification Supervision	\$40.00 Per Month – NO SET UP FEE
Pay Only Supervision	\$40.00 per month – NO SET UP FEE
County Ordinance Supervision	\$50.00 per month – NO SET UP FEE

Pre-Trial Supervision	<u>LEVEL ONE (\$40.00 per month)</u> Defendants are required to report to a PPS location once weekly, submitting to a urinalysis, and breath test. Screens are included in the fee.
	<u>LEVEL TWO (\$10.00 per day)</u> Defendants are monitored electronically using the PPS anklet monitor which enforces house arrest and curfew on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must report weekly to a PPS office location and submit to random urinalysis screenings (included in fee).
	<u>LEVEL THREE (\$11.00 per day)</u> Defendants are monitored 24/7 by global positioning satellite (GPS) with transdermal alcohol testing. PPS requires a face to face visit with each defendant at our office location twice monthly and can administer drug screens.
Now What? Course (Cognitive Restructuring)	\$25.00 per session
Electronic Monitoring	Anklet Monitoring with Curfew Enforcement and Voice Verification (\$8.00 per day)
	Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)
	Active GPS Monitoring with Exclusionary Zone and Trans-dermal Alcohol Testing (\$11.00 per day)
5 Panel Drug Screen	\$15.00
Pre-Sentence Investigation	No Cost
Community Service Work Coordination	No Cost
PPS Staff Supervised Community Service	\$1.00 Per Hour
Community Service Liability Insurance (Optional)	\$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost
Court On-Line Access to the PPSI OTS	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations or to a public Florida probation agency.
Domestic Violence Workshop	\$25.00 per session
Anger Control Workshop	\$25.00 per session
Youthful Offender Workshop	\$25.00 per session
Job Skills, Resume Course and Placement	No Cost

➤ Procurement of licenses

PPS assists its probationers with obtaining, or the reinstatement of their driver's license. PPS identifies for each suspended offender the path to re-instatement and makes appropriate referrals to various certified courses and agencies necessary for success.

➤ Court ordered classes and/or court ordered obligations (i.e., impoundment, drug testing).

PPS in-house courses include:

Pre-Sentence Investigation

PPS completes, as ordered by the Court, thorough pre-sentence investigations detailing the offender's personal, financial, employment, family and criminal histories. The investigating officer shall include a thoughtful recommendation for sentencing. PPS staff shall attend Court at sentencing for the closing of the case and investigation.

The "Now What" Cognitive Restructuring Course

A victim impact based program in which the offender confronts the victim of his/her criminal act and/or those negatively impacted by the offense. The participant then, with instructor assistance, creates and follows through on a systematic plan in which the offender makes restitution to THE VICTIM, THE COMMUNITY, and HIMSELF. Based on the programs originally developed by Judge Dennis Challeen of Minnesota and PPS's own William Dodd, this program ultimately expects the participant to become a NORP or Normal Ordinary Responsible Person, as a result. A brochure on *Now What* is included with this proposal.

Gang Deterrent/Youthful Offender Workshop

A five week class of ten 1.25 hour sessions covering the nature of addiction and affects of alcohol, as well as the following topics: What has my offense cost me and others?; Assertiveness training; How to say "no"; career counseling; goal setting; boundary setting; and relationship skills. The course emphasizes how gang involvement accelerates the deterioration of opportunities for young people with real life examples.

The Contractor shall place priority on payment of restitution. Waivers by the Court of any special conditions of probation or pretrial service shall be noted in the case file.

As previously mentioned, PPS shall comply with the above requirements.

G. Limited English Proficiency

The Contractor shall have a plan for communicating with offenders with limited English proficiency to ensure understanding and meeting the terms of their court ordered requirements.

PPS employs Probation Officers within the 5th Circuit capable of providing interpretation in Spanish as part of our full-time staff. PPS can arrange for other languages to be accommodated as needed.

H. Supervision

1. Initial Intake -The Contractor shall require an initial face-to-face contact with all offenders for supervision. The Contractor shall clearly explain all of the court ordered terms to the offender in a manner that is understandable. The Contractor shall ensure that substance abuse evaluations of offenders ordered by the Court or under agreement by State Attorney are conducted in a timely manner. In cases where the offender is ordered not to have contact with a victim who shares the same residence, or when otherwise ordered by the Court or is under agreement with the State Attorney, the Contractor shall verify the offender's home address.

During all Court sessions, probation officers will attend to interview each offender, complete a case history, which provides sentencing and personal information for each offender, and provide orientation/instruction regarding compliance with the Court's ordered conditions of probation and the options for early release-if applicable. Intake of offenders will include making a digital photograph of each probationer for the PPS file. Upon completion of intake, the defendant will sign the sentence, stating that he/she understands the conditions of the probated sentence, and is given a copy. Finally, the defendant is given an instruction sheet which provides, but is not limited to the following information: map to the probation office; probation officers name; time and date of appointment; minimum first payment due towards fines, restitution, etc.; telephone number to reach his or her officer in case of emergency. Files created at intake are promptly returned to the PPS local probation office and entered into the PPSI Offender Tracking System (OTS), or are can be downloaded by court or PPS personnel directly into PPSI OTS, providing a "paperless" intake.

PPS, in its daily operations, as well as its written SOP, emphasizes the importance of and outlines procedures for, daily conferencing and other communication with court staff, Judges, solicitors and other members of the courtroom workgroup. PPS contracted court officials can also access PPS offender records on line and type a message directly to the supervising officer regarding the case which becomes part of the offender e-file. Additionally all PPS officers maintain individual e-mails for the purposes of conferencing regularly with court officials and staff regarding cases.

PPS will work with the Court with the intention of providing a stable and flexible staff of professionals seen daily in the confines of not only the court room, but the solicitor's office, clerk's office, and chambers. PPS will assign a permanent team of professionals to the Court focusing solely on Sumter cases, allowing for daily interaction, and thus becoming a member of the court room workgroup, responsive to the changing scheduling, information, and service-oriented needs of the Court and its staff.

2. Probation and Pretrial Intervention Supervision - In addition to the initial intake noted above, offenders will be required to report to the Contractor's office at minimum one (1) time per month during their probation supervision term unless otherwise ordered by the Court. In the circumstance of Pretrial Intervention, the State Attorney's Office may alter the frequency of the visits in individual cases.

As previously stated, all PPS offenders are required to report at least once monthly, and PPS will honor any pre-Trial requests from the State's Attorney's Office regarding standards of supervision in general or regarding a specific case.

I. Change in Orders

Proposed orders of violations, modifications, and early terminations shall be prepared by the Contractor and shall conform to a format adopted by the Court.

All forms utilized by PPS shall be approved as to form by the Court, and PPS currently provides a refined process of paperwork service, addressing violations and warrant management. When a probationer seriously violates his/her sentence or absconds from supervision, PPS staff prepares and presents a warrant packet to the Court for signature. Included are the notarized warrant with digital photo, affidavit of delinquency, warrant information sheet (which includes the probationer's personal history, employment information, friends and relatives, and last known whereabouts), and any evidentiary documentation regarding the alleged probation violations. PPS manages all data forms for the Court and will complete any state required information for each form as it corresponds with our probation warrants. These forms are completed in detail within 24 hours of receipt and immediately hand delivered to the appropriate agency. PPS maintains all warrant cases on active status periodically making attempts to locate the probationers through our community network and file information, as well as our computerized OTS. Additionally, PPS is online with many local Sheriff's and Police Departments and shall provide its officers daily with the inmate list from detention facilities to insure that those probationers arrested on probation warrants have their revocation hearings scheduled and completed promptly.

Court services also include the preparation of and appearance at all probation revocation/ modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff, and shall provide testimony. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

J. Community Service Hours

The Contractor shall utilize governmental and nonprofit agencies when scheduling offenders to perform community service hours ordered by the Court. The Contractor is responsible for facilitating the community service hours of all offenders as ordered by the Court. The Contractor shall only utilize governmental and nonprofit agencies in which there is a written agreement regulating the supervision of offenders performing community service hours. The Contractor shall verify and report compliance and noncompliance of court ordered or agreed upon community service hours to the Clerk of Court, Court, or State Attorney. The Contractor shall be responsible to ensure offenders have or acquire special risk accident insurance which pays for necessary coverage while offenders perform their community service work. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

PPS shall comply with the above specifics regarding our community service coordination, site providers and tracking of completed ours and reporting compliance. Please see our prior response to the community service requirements in the section "Misdemeanor Probation Services".

K. Violations of Probation

When violations of any terms/conditions is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit as it becomes known to the Contractor. If the affidavit recommends revocation, the affidavit must include the circumstances

under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor's letterhead to the Sentencing Judge, with a copy to the County Contract Monitor, outlining in detail the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

Upon the violation of any condition of probation PPS will submit to the Court a Delinquent Report Affidavit (D.R.). This document details in narrative form, the behavior of the probationer while under supervision, the circumstances of the violation(s) as well all actions taken by PPS staff in an effort to achieve offender compliance. Finally the D.R. includes recommendations as to any court action deemed appropriate by the supervising officer that may include issuance of a warrant, or modification / revocation of the original sentence. D.R.s are signed by the probation officer and the office manager and are always accompanied by supporting documentation. PPS staff will, prepare all documents, such as warrants when appropriate, serve defendants with appropriate documents within required notice periods, while filing all original documents with the Court with a copy to the County Contract Monitor, provided that doing so does not violate federal and state privacy law.

L. Employees and Subcontractors

Prior to the time the contract is executed, the Contractor shall submit to the County a list of the names of all employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include job titles of all employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County.

PPS does not intend on utilizing sub-contractors for any portion of this project.

M. Contractor's Financial Records

In addition to maintaining the individual case files,

1. The Contractor shall maintain financial records, capable of being audited, of all fines, restitution, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County within 120 days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided.

PPS does currently for each of its courts and shall with Sumter County, comply with the above stated requirements for financial records, reporting and auditing. As a subsidiary of UHS, a fortune 500 company traded on the NYSE, we are audited publicly each year and results will be forwarded promptly to the county upon completion.

2. The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated, and completed; the number of visits; the hours of community service performed by offenders; the number of face-to-face contacts, and such additional information as may be required by the County to assist in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the County and to the Chief Judge pursuant to Sec. 948.15(3), Florida Statutes.

As previously mentioned, the PPS OTS system tracks all of above-mentioned data and archives the data as well. Court personnel can access the system online and view all documentation regarding offender contacts and completion of all ordered special conditions.

3. The Contractor shall provide to the County, a copy of the Contractor's fiscal budget each year within 30 (thirty) days of the beginning of its fiscal year.

PPS shall comply with this requirement relative to our Sumterville location.

N. Applicable Provisions of Law

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws, and all other applicable provisions of Federal, State and local law.

PPS acknowledges and shall comply with these provisions.

O. Schedule of Fees for Service

The Contractor shall provide a fee schedule for users of services provided by the Contractor. The Contractor shall detail a strategy for providing services to indigent offenders at reduced or no cost through internal and/or external resources. The Contractor shall have procedures for handling the collection of offender fees and restitution.

As previously included, our fee schedule does provide that those offenders found by the Court to be indigent shall be supervised at no cost. PPS has a twenty year track record of collecting court-ordered funds at a rate in excess of 89% in most cases.

P. Transition Plan

The Contractor shall prepare and implement a transition plan outlining objectives, action steps, responsible staff and target dates for completion. The transition plan must reflect full operational status effective October 1, 2011.

As the current pilot project provider, PPS needs to affect very little in way of transition and is currently fully operational. PPS proposes a contract start date of August 1, 2011. Current Sumter County staff utilized in the pilot project will continue to serve Sumter County as PPS employees. To affect a smooth transition of the caseload, PPS does propose to rent the current county owned probation office locations in use by PPS (the Villages and Bushnell) for a period of one month. PPS will use this one month period of July 1- July 31, to meet with those probationers and pre-trial clients reporting in said county locations and schedule their August office contacts to occur in our newly opened Sumterville location.

QUALIFICATIONS/CERTIFICATIONS

1. The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under the Contract.

PPS shall employ at a minimum the following staff members to serve Sumter County Court:

NAME	TITLE	OFFICE LOCATION (s)
Louise Smith	Office Manager / Probation Officer / Court intake	Sumterville
Dawn Lineberry	Secretary / Court Intake	Sumterville
Randall Story	Probation Officer / Court Intake	Sumterville / Brooksville

2. The Contractor will maintain a minimum staffing level to ensure effective supervision of probationers, pursuant to Section 948.15(3)(c), Florida Statutes. To the extent possible, the Contractor shall assign each offender to an officer who shall maintain and be responsible for the case throughout its term.

As previously stated, PPS shall comply with this requirement contractually limiting caseloads as the table below indicates, additionally, PPS enjoys low turnover rates of staff due to our competitive pay and benefits including 401K, healthcare, disability, vision, dental, deferred supplemental savings, employee stock purchase, UHS "Perks" Card, and many others. Our employees are happy and make PPS their career.

3. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
4. All officers or supervisors hired for this contract must possess an Associates Degree with 4 years of relevant experience in social work, community corrections, probation, pretrial, or law enforcement; or a Bachelors Degree with 1 year of relevant experience; or a Master's Degree a relevant field. A background check, including FCIC/NCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired officers and supervisors to determine that the person is of good character and has no felony or other conviction involving dishonesty or deceit. Pursuant to Sec. 948.15(3)(b), Florida Statutes, staff qualifications and criminal record checks of staff shall comply with standards established by the American Correctional Association. The results of the background check shall be kept on file and available for examination by the County.
5. Each employee, officer, supervisor, and director, shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of Sec. 837.06, Florida Statutes, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the County upon request.

PPS is in compliance with the above three items (3, 4, 5) and can provide documentation to confirm that our company and our staff as well as our Standard Operating Procedures for hiring, requiring and verifying education and prior experience, background checks and education requirements meet or exceed

the specifications contained herein. All such data is maintained in individual employee files at the PPS corporate office.

6. Contractor must have procedures for obtaining Florida Department of Law Enforcement (FDLE) criminal history checks and arrest affidavits as needed.

PPS is certified by the FDLE through contractual agreement with Hernando County as a terminal user for criminal history checks and is capable of adding similar capabilities in Sumter County. PPS certifies that we will do so upon award of the contract for services.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/09/2010

PRODUCER 770.246.8300 FAX 770.246.8301
Sutter, McLellan & Gilbreath, Inc.
1424 North Brown Road
Suite 300
Lawrenceville, GA 30043-8107

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Professional Probation Services, Inc.
1770 Indian Trail Road
Suite 350
Norcross, GA 30093

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Phoenix Insurance Co.

25623

INSURER B: Travelers Casualty & Surety Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	660-6367M429	09/01/2010	09/01/2011	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ Excluded	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under SPECIAL PROVISIONS below						
B	OTHER Employee Dishonesty	104952763	09/01/2010	09/01/2011	\$25,000 limit		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Sumter County Board of County Commissioners is an additional insured as defined by the policy as respects General Liability.

CERTIFICATE HOLDER

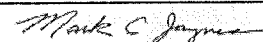
Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark Jaynes CSP/LINDAM



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/10/2010

PRODUCER 770.246.8300 FAX 770.246.8301

Sutter, McLellan & Gilbreath, Inc.

1424 North Brown Road

Suite 300

Lawrenceville, GA 30043-8107

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Universal Health Services, Inc.
DBA: Professional Probation Services, Inc.
1770 Indian Trail Road
Suite 350
Norcross, GA 30092

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Westchester Fire Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$
A	OTHER Errors & Omissions	G2407612A002	06/24/2010	06/24/2011	\$1,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark Jaynes CSP/LINDAM

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Blanket Accident Policy

Hartford Life and Accident Insurance Company
Simsbury, Connecticut 06089

(A stock insurance company)

We will pay benefits according to the conditions of this Policy.



Hartford Life

Signed for the Company

Ricardo A. Anzaldúa, Secretary

John C. Walters, President

TABLE OF CONTENTS

Schedule
General Provisions
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Benefits
Claim Provisions

Countersigned by

Licensed Resident Agent

SCHEDULE

Policy Premium: \$3,090.00
Minimum Premium: \$310.00

POLICY NO: 20-SR-145224

POLICYHOLDER'S NAME AND ADDRESS:

PROFESSIONAL PROBATION SERVICES INC.
1770 INDIAN TRAIL ROAD SUITE 350
NORCROSS, GA 30093

Previous Policy No: 20-SR-145224

Policy Period: From (Policy Date): 6/30/2010 To: 6/30/2011
12:01 A.M. Standard Time at the address of the Policyholder

Producer's Name and Address:	Agent Code	Form Numbers of the Policy, Riders and attached papers at issue
BRYANT, WHARTON & THOMPSON RISK ADVISORS LLC. 5825 MEDLOCK BRIDGE PKWY SUITE 100 ALPHARETTA, GA 30022	266399	SRP-1400 (HLA), HPP Revised November 2009

INSURED PERSON means any person who is an individual performing community service as a condition of their probated sentence that was adjudicated by the Hernando County (FL) Court and supervised by Professional Probation Services, Inc.

COVERED ACTIVITIES means

This policy covers each Insured Person during the policy period while he or she is:

- (a) participating in, attending or preparing for the Policyholder-sponsored activities while on the premises of, designated by and under the direct supervision of the Policyholder, or
- c) any manner of community service done in regards to the covered person's probation.

BENEFITS AND AMOUNTS

Accidental Death Benefit	Principal Sum:	\$1,000.00
Accidental Dismemberment Benefit	Principal Sum:	\$1,000.00
Accident Medical Expense Benefit	Maximum Benefit:	\$1,000.00
	Deductible Amount:	\$0.00
Accident Total Disability Benefit	Maximum Benefit:	\$25.00
	Waiting Period	0 days
	Maximum Payment Period:	104 weeks

GENERAL PROVISIONS

Consideration: We have issued this Policy in consideration of the payment of the Policy Premium in advance of the Policy Date. The Policy Premium and Policy Date are shown in the Schedule.

Policy Period: This Policy takes effect on the Policy Date and continues to the end of the Policy Period. The dates are shown in the Schedule.

Entire Contract: The entire contract between the Policyholder and us consists of this Policy and any papers made a part of this Policy at issue.

Changes: No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made part of this Policy.

Interpretation of Policy Terms and Conditions: We will have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of this Policy.

Data Furnished By Policyholder: The Policyholder, with our approval, may keep the important insurance records on all Insured Persons. The Policyholder will give us information, when and in the manner we ask, to administer the insurance provided by this Policy. The Policyholder's insurance records will be open for our inspection at any reasonable time.

Failure on the part of the Policyholder to:

- (a) give us the name of an Insured Person will not invalidate the insurance;
- (b) report termination of insurance of an Insured Person will not continue the coverage beyond the date of termination.

Certificates: If required by the laws of the state where this Policy is delivered, we will give certificates to the Policyholder for delivery to Insured Persons. The certificates will state the features of this Policy which are important to Insured Persons.

Conformity with State Statutes: On the Policy Date, if any provision of the Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

Cancellation: This Policy may be cancelled at any time by written notice mailed or delivered by us to the Policyholder or by the Policyholder to us. If we cancel, we will mail or deliver the notice to the Policyholder at its last address shown in our records.

If we cancel, it becomes effective on the later of:

- (a) the date stated in the notice; or
- (b) the 31st day after we mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- (a) the date we receive the notice; or
- (b) the date stated in the notice.

In either event:

- (a) we will promptly return any unearned premium paid; or
- (b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis according to the Premium provision. The minimum earned premium is the Minimum Premium.

Cancellation shall be without prejudice to any claim for loss due to an accident which occurred before the effective date of the cancellation.

Premium: The earned premium for this Policy:

Form SRP-1400 (HLA)

- (a) is due at the beginning of the Policy Period;
- (b) cannot be less than the Minimum Premium.

INSURED PERSON PERIOD OF COVERAGE

Effective Date: Each person becomes an Insured Person on the date he or she meets the qualifications stated in the Schedule.

Termination: Coverage of each Insured Person ceases on the first to occur of:

- (a) the date the Policy terminates; or
- (b) the date he or she ceases to qualify as an Insured Person.

Termination shall be without prejudice to any claim for loss due to an accident that occurs before the termination date.

DEFINITIONS

Hospital means an institution which:

- (a) operates pursuant to law;
- (b) primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
- (c) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
- (d) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

- (a) a nursing home, convalescent home or skilled nursing facility;
- (b) an alcohol or drug treatment facility; or
- (c) a place for rest, custodial care or for the aged.

Injury means bodily injury of an Insured Person that results directly and independently of all other causes from an accident which occurs while he or she is participating in a Covered Activity.

Loss resulting from sickness or disease, except a pus-forming infection that occurs through an accidental wound, is not considered as resulting from Injury.

Insured Person is defined in the Schedule.

Physician means a legally qualified physician or surgeon, other than the Insured Person or a physician or surgeon who is related to the Insured Person by blood or marriage.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Medical Care in the local area where received by the Insured Person. An expense is considered to be incurred on the date the Medical Care is rendered.

We, us or our means the Hartford Life and Accident Insurance Company.

COVERED ACTIVITIES

This Policy covers each Insured Person;

- (a) during the Policy Period; and
- (b) while he or she is participating in the Covered Activities,

as defined in the Schedule.

EXCLUSIONS

The Policy does not cover loss resulting from or for:

1. intentionally self-inflicted Injury, suicide, or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while in the armed forces (land, water or air) of any country or international authority;
4. Injury sustained while in or on, boarding or alighting from, being struck or run down by, any aircraft except as an airline passenger on an aircraft: (a) operated by a passenger airline on a regularly scheduled trip over its established route or that is chartered by that airline; or (b) any transport type aircraft operated by the Military Airlift Command (MAC) of the United States or any national government recognized by the United States;
5. repair, replacement, examination for prescriptions, or fitting of: (a) eyeglasses; (b) contact lenses; or (c) hearing aids;
6. dental work or treatment on natural teeth which is not necessary for the repair or relief of Injury;
7. repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration;
8. repair or replacement of artificial limbs or orthopedic braces;
9. Injury for which the Insured Person is eligible to receive Workers' Compensation benefits or similar benefits, regardless of whether he or she has applied for the benefits;
10. Injury sustained while the Insured Person is voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless the drug is taken as prescribed or administered by a licensed Physician;
11. Injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
12. Injury sustained as a result of the Insured Person's being legally intoxicated from the use of alcohol while operating a motor vehicle;
13. Expenses incurred for services, treatment, supplies or facilities rendered by: (a) the Policyholder's health service or infirmary; or (b) any Physician or nurse employed or retained by the Policyholder;
14. Expenses covered under any automobile reparations insurance (no-fault) or automobile insurance medical payments benefit;

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT

If the Insured Person's Injury results in any of the losses listed in the table below within 180 days after the date of the accident, we will pay the sum shown opposite the loss. We will not pay more than the Principal Sum shown for each Insured Person for all losses due to the same accident. The Principal Sum amount is shown in the Schedule.

LOSS:

Life.....
Both Hands or Both Feet or Sight of Both Eyes.....
One Hand and One Foot.....
Either Hand and Sight of One Eye
Either Foot and Sight of One Eye.....
Speech and Hearing in Both Ears.....
Either Hand or Foot.....
Sight of One Eye.....
Speech or Hearing in Both Ears.....
Thumb and Index Finger on the Same Hand.....

BENEFIT:

Principal Sum
Principal Sum
Principal Sum
Principal Sum
Principal Sum
Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-quarter the Principal Sum

Loss means, with respect to:

- (a) hand and feet, actual severance through or above wrist or ankle joints;
- (b) sight, speech and hearing, entire and irrecoverable loss thereof;
- (c) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

ACCIDENT MEDICAL EXPENSE BENEFIT

We will pay the Reasonable Expenses incurred by an Insured Person, in excess of the Deductible Amount, for Medical Care due to:

- (a) Injury, if the first expense is incurred within 26 weeks after the accident; and
- (b) the expense is incurred within 2 years after the accident.

We will not pay:

- (a) more than the Maximum Benefit for all expenses incurred as the result of any one accident; or
- (b) for expenses incurred more than 2 years after the accident.

The Deductible Amount will be applied separately to each accident. The Deductible Amount, Maximum Benefit are shown in the Schedule.

Medical Care, for the purpose of this benefit, means necessary:

- (a) medical or surgical treatment, services and supplies; and
- (b) Hospital, nursing and ambulance services,

prescribed by a Physician for the sole purpose of treating the Injury.

ACCIDENT TOTAL DISABILITY BENEFIT

We will pay the weekly Benefit for each week of Total Disability of an Insured Person.

Payment will not:

- (a) be made for the period of time during the Waiting Period at the onset of the Total Disability;
- (b) exceed the Maximum Payment Period.

Total Disability must:

- (a) result from Injury;
- (b) begin within 30 days after the accident; and
- (c) require the care of a Physician.

For Total Disability of less than one week, 1/7 of the benefit will be payable per day. The weekly Benefit, Waiting Period and Maximum Payment Period are shown in the Schedule.

Total Disability means the complete and continuous inability of the Insured Person to:

- (a) perform the substantial duties of his or her regular occupation until the weekly Benefit has been paid for 104 weeks during the same period of continuous Total Disability; and thereafter
- (b) engage in any substantial occupation for which he or she is or can be fitted by training, education or experience.

CLAIMS PROVISIONS

Notice of Claim: The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Insured Person's name and the Policy Number. Notice should be given to our agent or sent to us at our home office.

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 10 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and extent of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to us within 90 days after the date of the loss. If the claimant is not able to send proof within that time it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Payment of Claims: We will pay any benefit due immediately after we receive proof of loss.

Time of Payment of Claims: We will pay any weekly benefit due:

- (a) on a weekly basis, after we receive proof of the loss while the loss and our liability continues; or
- (b) immediately after we receive the proof of loss following the end of our liability.

If we fail to pay the benefits due immediately after we receive proof of loss, we must send the claimant a notice which gives the reasons why we have failed to pay any portion of the claim within 15 working days. We must also provide the claimant with a written itemization of any documents or other information needed to process the claim or any portion of the claim not paid. When we receive all of the needed information, we will have 15 working days to either pay the claim or deny it. We must give the claimant the reasons for the denial. If we fail to comply with the requirements described above, we must pay the claimant interest on the benefits due equal to 18% per annum.

Payment of Claims: We will pay any benefit due for loss of life:

- (a) according to the written beneficiary designation on file with the Policyholder; otherwise
- (b) to the survivors in equal shares, in the first of the following classes to have a survivor at the Insured Person's death:
 - (1) spouse;
 - (2) children;
 - (3) parents;
 - (4) brothers and sisters.

If there is no survivor in these classes, payment will be made to the Insured Person's estate. All other benefits due and not assigned will be paid to the Insured Person, if living. Otherwise, the benefits will be paid according to the preceding language.

If a benefit due is payable to:

- (a) the Insured Person's estate; or
- (b) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment,

we may pay up to \$1,000 of the benefit due to some other person whom we believe is entitled to the payment, and who is related to the Insured Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith. We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured Person requests otherwise in writing. The Insured Person must make the request no later than the time he or she files a proof of loss.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will:

- (a) give the specific reason or reasons for denial;
- (b) make specific reference to policy provisions on which the denial is based;

- (c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- (d) provide an explanation of the review procedure.

On any denied claim, an Insured Person or his representative may appeal to us for a full and fair review. The claimant may:

- (a) request a review upon written request within 60 days of receipt of claim denial;
- (b) review pertinent documents; and
- (c) submit issues and comments in writing.

We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after we receive the request for review. The written decision will include specific reasons for the decision on which the decision is based.

Physical Examinations and Autopsy: We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by us and at our expense.

Legal Actions: Legal Action cannot be taken against us:

- (a) before 60 days following the date proof of loss is sent to us; or
- (b) after 3 years following the date proof of loss is due.

Naming a Beneficiary: An Insured Person may name a beneficiary or change a named beneficiary by giving a written request to us. The Insured Person's request takes effect on the date it is executed, regardless of whether the Insured Person is living when we receive it. We will be relieved of further responsibility to the extent of any payment we made in good faith before we received such request.

Assignment: This insurance may not be assigned. Benefit payments may be assigned as allowed in the Payment of Claims provision.

Workers' Compensation Coverage: The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.



Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates
(herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
 - b) use; and
 - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
 - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
 - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

Transaction means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
 - b) applying for; or
 - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

American Maturity Life Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty Insurance Company; Hartford Equity Sales Company, Inc.; Hartford Fire Insurance Company; Hartford Fire General Agency, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford International Life Reassurance Corporation; Hartford Investment Advisory Company, LLC; Hartford Investment Financial Services, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Retirement Services, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Company; Hartford Specialty Insurance Services of Texas, LLC; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; HL Investment Advisors, LLC; Hartford Life Private Placement, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Hartford Life Distributors, LLC; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; Specialty Risk Services, LLC.; The Hartford Income Shares Fund, Inc.; The Hartford Mutual Funds II, Inc.; The Hartford Mutual Funds, Inc.; Trumbull Insurance Company; Trumbull Services, L.L.C.; Twin City Fire Insurance Company; Woodbury Financial Services, Inc.

Questions about this Privacy Policy may be directed to the following address: The Hartford, GBD Compliance Dept., 200 Hopmeadow St., Simsbury, CT 06089.

IN THE COUNTY COURT OF _____
STATE OF FLORIDA

Defendant: _____

Date: _____

Accusation No: _____

Docket #: _____

ORDER OF CONDITIONAL BOND

This is to notify you that the Solicitor's Office of _____ County has received the above referenced case against you for criminal prosecution. The Prosecuting Attorney's office has selected your case for diversion/abeyance. The charges against you will be dismissed if you successfully complete the following terms on or before _____, 200__.

1. Contact Professional Probation Services (PPS) @ _____ within 48 hours and report as directed.
2. Do not violate the laws of any governmental unit or any conditions of bond associated with the case.
3. Participate in the PPS Monitoring Program and pay the associated fees as follows:
(check one)

____ **Level I** at \$50 per month; to include reporting to a PPS location as directed and submitting to random alcohol and drug screenings, and compliance with any further directives of the PPS Officer;

____ **Level II** at \$10.00 per day; to include electronically monitored house arrest, alcohol and drug screenings, reporting to a PPS office as directed, and compliance with any further directives of the PPS Officer;

____ **Level III** at \$11.00 per day; to include GPS anklet monitoring; _____ (check if applicable) alcohol and drug screenings for an additional \$15.00 per screen (if checked); reporting to a PPS office as directed, and compliance with any further directives of the PPS Officer.

4. Do not drink alcohol or use illegal drugs.

(The following items applicable only if checked)

5. ____ Complete a course of counseling in () Alcohol and Drug Rehabilitation () Anger Management () Values Clarification () Parenting Classes and pay any program costs.
6. ____ Complete _____ hours of community service at the direction of PPS
7. ____ Complete and obtain your GED.
8. ____ Stay away from and have no contact with _____.
9. ____ Pay restitution in the amount of \$ _____ payable to _____
10. ____
11. ____
12. ____ Appear before this court for trial on _____, 200__.
13. ____ Submit to a Pre-Sentence Investigation completed by PPS.

Special Conditions _____

If you choose not to comply with the conditions of your release and bond, your bond will be revoked and a warrant issued for your arrest.

Defendant

PPS Officer

Solicitor

Attorney for Defendant